

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

iGAMES ENTERTAINMENT, INC.,

Plaintiff,

v.

**CHEX SERVICES, INC. and
EQUITEX, INC.,**

Defendants.

C.A. No. 04-180 (KAJ)

JURY TRIAL DEMANDED

**Appendix of Exhibits To iGames's Opposition To The
Motion By Chex's And Equitex For Summary Judgment**

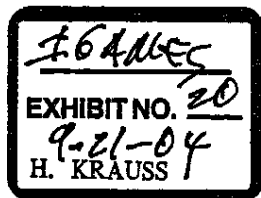
Exhibit W

Ijaz Anwar

From: Wayne Mills [blakeap@hotmail.com]
Sent: Friday, January 02, 2004 2:34 PM
To: JRobbins@MANDKlaw.com; rfrommelt@felhaber.com
Cc: gkohler@whiteboxadvisors.com; ianwar@chexff.com; hfong@equitex.net;
jwelbourn@chexff.com
Subject: Tuesday Pandora/EQTX meeting

Gentlemen,
Please confirm your availability to meet Tuesday 1pm. We will start the process of creating the documents required for Pandora to lend \$5M to Equitex.
This is another very unique transaction that we have worked on over the last 45 days. Both parties now want to get it closed.
We can meet at any location convenient-my office or Whitebox.
Confirm your availability, I will confirm the location.
Thank you,
Wayne

Take advantage of our limited-time introductory offer for dial-up Internet access. <http://join.msn.com/?page=dept/dialup>



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Exhibit X

Ijaz Anwar

From: Wayne Mills [blakecap@hotmail.com]
 Sent: Sunday, January 11, 2004 10:59 PM
 To: ianwar@chexff.com; jwelbourn@chexff.com
 Cc: hfong@equitex.net
 Subject: RE: EQTX-Whitebox Drafting Meeting

Ijaz,

I didn't expect to be successful at putting everyone in one room in such a short notice. I have Gary Kohler now committed to moving the process forward. Whitebox might also have a conflict at that time.

It will be fine for me to attend with just both lawyers. I am confident I can represent the terms and the intent of our agreement accurately, making clear the importance of certain issues to Chex.

I want to start these attorneys drafting-Jim and you will be involved in every issue and draft and Roger Frommelt will represent you. He is very aggressive at protecting the company's concerns, especially a public company.

You guys focus on the business, I will handle the early work with the lawyers. I will get to you immediately as issues or questions arise.

Wayne Mills

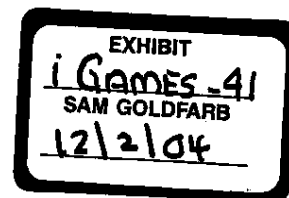
>From: ianwar@chexff.com
 >To: "Wayne Mills" <blakecap@hotmail.com>
 >CC: jwelbourn@chexff.com, hfong@equitex.net, bclegg@riderlaw.com
 >Subject: RE: EQTX-Whitebox Drafting Meeting
 >Date: Sun, 11 Jan 2004 19:44:07 -0600
 >

>Wayne,
 >Unfortunately, I will be unable to attend a meeting on Monday, either at
 >1:30 p.m. or at any other time. My day is fully booked, and compounding
 >that, Jim is also out of the office. As we are unable to send a
 >representative
 >from Chex to the drafting meeting, we would appreciate a copy of the
 >initial
 >draft and minutes of the meeting once you have those prepared. Please
 >email
 >both documents to my attention, and I will then have our representatives
 >and attorneys review them, and we will get back to you with our comments
 >and/or concerns.
 >Thanks in advance, we look forward to hearing from you.
 >Ijaz
 >

> >-- Original Message --

> >From: "Wayne Mills" <blakecap@hotmail.com>
 > >To: JRobbins@MANDKlaw.com, rfrommelt@felhaber.com
 > >Cc: jwelbourn@chexff.com, smallo@whiteboxadvisors.com,
 > >gkohler@whiteboxadvisors.com,
 > >ianwar@chexff.com
 > >Subject: EQTX-Whitebox Drafting Meeting
 > >Date: Fri, 09 Jan 2004 19:40:13 -0600
 > >
 > >

> >Gentlemen,
 > >Whitebox has signed a term sheet to invest in Equitex (EQTX) and we would
 > >
 > >like to meet Monday @ 1:30pm.
 > >Jeff, it would be great to meet at the Messerli & Kramer office.
 > >We have refined the terms over the last 30 days to everyone's



CX/EX02204

> >satisfaction-now it is time for the LAWYERS to go to work!
> >Please try to make this schedule work.
> >Thank you,
> >Wayne
> >
> >
> >Rethink your business approach for the new year with the helpful tips
> here.
> >
> ><http://special.msn.com/bcentral/prep04.armx>
> >
> >
> >

High-speed users-be more efficient online with the new MSN Premium Internet
Software. <http://join.msn.com/?pgmarket=en-us&page=byoa/prem&ST=1>

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Exhibit Y

Ijaz Anwar

From: Jim Welbourn [jwelbourn@chexff.com]
Sent: Friday, December 19, 2003 10:47 AM
To: Ijaz Anwar
Subject: FW: EQTX-PANDORA CHANGES



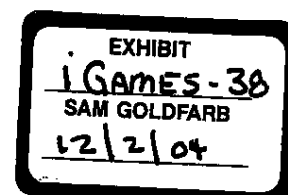
DEC19 EQTX PAND
CHANGES.doc

-----Original Message-----

From: Wayne Mills [mailto:blakecap@hotmail.com]
Sent: Friday, December 19, 2003 1:53 AM
To: jwelbourn@chexff.com
Subject: EQTX-PANDORA CHANGES

Jim,
Here is some language I put together that tries to cover what we discussed today.
Take a look and let me know in the am.
wayne
ps-Jamaica=big, biG, bIG, BIG!!!

Have fun customizing MSN Messenger - learn how here!
http://www.msnmessenger-download.com/tracking/reach_customize



CX/EX02211

12/19/2003

EQUITEX DIVIDEND OF IGAM SHARES.

EQTX WILL RESERVE THE NUMBER OF SHARES OF IGAM THAT WOULD BE DUE PANDORA IF THE OUTSTANDING BALANCE OF THE NOTE ON THE X DIVIDEND DATE WERE CONVERTED TO EQTX AT THE CONVERSION PRICE OF \$1.50.

THESE IGAM SHARES WILL BE PLACED IN SEGRAGATED COLLATERAL ACCOUNT AS SPECIFIC COLLATERAL FOR PANDORA.

PANDORA WILL SELL THE IGAM SHARES AT THE **MINIMUM RATE OF 3% OF THE AVERAGE DAILY VOLUME.**

AT THE 1 YEAR ANNIVERSARY OF THE DIVIDEND, PANDORA WILL ESTABLISH A VALUE OF ITS REMAINING IGAM SHARES BASED ON THE AVERAGE CLOSING BID PRICE FOR THE 30 DAYS BEFORE AND THE 30 DAYS AFTER THE ANNIVERSARY DATE.

ON THE 13TH MONTH, PANDORA WILL APPLY THE VALUE OF THE SHARES, LESS A 15% DISCOUNT, AGAINST THE OUTSTANDING NOTE.

IF THE VALUE OF THE SHARES AT THE 15% DISCOUNT EXCEEDS THE VALUE OF THE NOTE, THE EXCESS SHARES WILL BE RETURNED TO EQTX.

EQTX, IGAM OR ITS AFFILIATES SHALL HAVE THE RIGHT TO REPURCHASE ANY OR ALL OF THE IGAM SHARES AT ANY TIME WITH 100% OF THE PROCEEDS GOING TO OFFSET THE NOTE.

12/19/2003

EQUITEX PANDORA STRUCTURE SUGGESTIONS

THE IGAM DIVIDEND SHARES:

- 1) TREAT THE IGAM DIVIDEND AS COLLATERAL THAT WILL BE RETURNED TO EQTX OR PURCHASED BY IGAM SO AS NOT TO DILLUTE THE EQTX COMMON SHAREHOLDERS.
- 2) STRUCTURE THE IGAM COLLATERAL SO THAT PANDORA WILL MAKE A 15% SPREAD IF REQUIRED TO TAKE OWNERSHIP OF THE STOCK.
- 3) IF AT ANYTIME THE PROCEEDS FROM THE EQTX PAYMENTS AND THE VALUE OF THE IGAM SHARES EXCEED THE BALANCE OF THE NOTE, (*how to calculate IGAM value??*) THE EXCESS IGAM SHARES WILL BE RETURNED TO EQUITEX.

THE FASTFUNDS NOTE TO EQTX:

- 1) EQUITEX WOULD LIKE TO LOAN THE FINANCING PROCEEDS TO FASTFUNDS AT 7% OR LESS.
- 2) PANDORA WILL HAVE AS COLLATERAL:
 - *SENIOR POSITION
 - *THE FASTFUNDS **SENIOR** NOTE TO EQTX.
 - *THE IGAM DIVIDEND SHARES

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Exhibit Z

JAN-12-2004 12:39

RIDER BENNETT

612 340 7900 P.02/05

Jan 12 04 12:32p

pam

952-417-1996

P. 2

01/09/2004 19:59

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FONG HOLLANDER

PAGE 01

EXHIBIT

129

12/15/04 TLO

Friday Jan 9, 2004***Term Sheet*****Equitex/Whitebox Term Sheet Prepared For:**

Gary Kohler, Scott Malloy
Whitebox Advisors

Jim Welbourne
President
Chex Service;

Henry Fong
President
Equitex Incorporated

Purchaser:

Pandora Select Partners LP and/or Whitebox Hedged High Yield
Ltd.

Note:

\$5,000,000 7% Convertible Note, 45 month term.

Security:**IGAM Dividend Shares-**

Pandora will receive any dividend shares as if the entire note
was converted into Equitex at \$1.35/sh.

These shares will be placed into a collateral account and can be
sold at the discretion of Pandora. 85% of any proceeds from
the sale of these shares will apply as principal payments

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RIDER BENNETT

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PAGE 02

against the note only after Equitex has paid the monthly P&I payment.

Upon repayment of the Note the remaining IGAM shares will be returned to Equitex.

Chex Services Note-

The Pandora note will be senior to all other debt in Equitex and Chex Services. It is understood that approximately \$1,000,000 of loan proceeds will be used to pay any bank debt senior to Pandora. Equitex will loan the proceeds to its subsidiary, Chex Services and receive a note back that will serve as collateral for Pandora.

The terms of the note will be identical to the terms of the Pandora note except the interest rate will be less.

In the case of default, the interest rate on the Chex Services note held as collateral by Pandora will increase to 10%.

The note is convertible into Equitex common stock at \$1.35 per share. The investor can not purchase shares, convert into shares or exercise warrants if doing so will cause the investor to own more than 4.99% of Equitex.

Note Repayment:

Equitex will pay interest only payments for months 1-3.

Beginning month 4, the principal & interest payments will amortize the entire \$5,000,000 over the next 42 months

Monthly Payment Options:

Equitex will have the right to make any monthly payments in registered common stock.

Pricing of the common will be equal to 85% of the average bid price for the 20 trading days prior to payment due date.

The maximum number of shares that can be delivered as payment will equal 10% of the average monthly trading volume for the prior month. In addition Equitex will have the right to issue additional shares, to a maximum value of \$100,000, as payment to be applied

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PAGE 03

to principal. The total shares that can be issued by Equitex can not exceed 10% of the prior month's volume.

Warrants:

Pandora will receive 800,000 warrants, exercisable at \$1.60 for 5 years.

The warrants will have a cashless exercise provision and will not be callable.

Adjustment For Dividend:

Note: In the case of any spin-off or dividend from Equitex, Pandora will receive as collateral their pro-rata shares as if the remaining principal balance of the Note was fully converted into common stock at \$1.35 per share.

Any dividend shares received by Pandora will be segregated into a collateral account and the shares can be liquidated at the discretion of Equitex.

At the end of each quarter following the dividend, Pandora will account for any shares sold and apply 85% of the proceeds to payment of the outstanding principal. These dividend shares can only be used to pay additional payments after Equitex has paid the required monthly P&I payment.

Warrants: In the case of a dividend or spin-off, the exercise of the warrants will be adjusted.

The "new" exercise price will equal the average closing bid price of Equitex for the 60 days following the dividend.

Origination Fee:

Whitebox will receive a 3% origination fee, paid at closing.

Legal Fees:

The Whitebox legal fees related to this transaction will be paid by Equitex at closing, not to exceed \$15,000.

b * d

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STITH M BURR

Jan 09 04 00:20p

CX/EX02347

JAN-12-2004 12:39

RIDER BENNETT

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PAGE 14

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PAGE 01/01

Registration Statement:

The company must file a registration statement with the SEC, covering all underlying shares of the conversion, warrants and shares used to make any monthly payments. The company will have 180 days to have the reg. statement declared effective.

If it is not effective on the 191st day, Pandora will have the right to call the loan but will in all cases keep the warrants.

Prepared by:

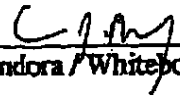
Wayne W. Mills

Blake Advisors LLC

This is a memorandum of the terms agreed to by both parties on this day of January _____, 2004.

This is non-binding to either party. Drafting of the definitive agreement will begin the week of January 12, 2004.

Equitex Inc


 Pandora / Whitebox

P.5

5556 056 256

JAN 04 04:12P WAYNE W MILLS

P.1

5556 056 256

JAN 04 04:12P WAYNE W MILLS

CX/EX02348

TOTAL P.05

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Exhibit AA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

* * *

iGAMES ENTERTAINMENT, INC., : C.A. NO. 04-180-KAJ
Plaintiff, :
vs. :
CHEX SERVICES, INC. and :
EQUITEK, INC., :
Defendants. :

-----X
EQUITEK, INC. and CHEX : C.A. NO. 04-256-KAJ
SERVICES, INC. d/b/a :
FASTFUNDS, :
Plaintiffs, :

vs. :
iGAMES ENTERTAINMENT, INC., :
Defendant. :

-----X
CHEX SERVICES, INC. d/b/a : C.A. NO. 04-885-KAJ
FASTFUNDS, :

Plaintiff, :
vs. :
iGAMES ENTERTAINMENT, INC., :
Defendant. :

* * *

Thursday, December 2, 2004

* * *

ORAL DEPOSITION

OF

HENRY FONG

* * *

ESQUIRE DEPOSITION SERVICES
1880 John F. Kennedy Boulevard
15th Floor
Philadelphia, Pennsylvania 19103
215.988.9191

| | |
|---|--|
| <p style="text-align: right;">110</p> <p>1 Because I think that at that time, the</p> <p>2 note being fully collateralized and not being bare</p> <p>3 with no promissory note and no collateral, lends a</p> <p>4 lot of credence to the fact that the note is fully</p> <p>5 secured.</p> <p>6 Q. Isn't it true that I believe the</p> <p>7 people's name was the Howards, correct?</p> <p>8 A. Yes.</p> <p>9 Q. Isn't it true that they were in default</p> <p>10 of the note by October 15th?</p> <p>11 A. Yes.</p> <p>12 Q. Did anyone tell Chris that they were in</p> <p>13 default of the note?</p> <p>14 A. I don't know whether that was part of</p> <p>15 the schedules or the conversations that happened.</p> <p>16 I'm not aware of what he was told, what he wasn't</p> <p>17 told.</p> <p>18 Q. You didn't tell him?</p> <p>19 A. No. The point I'd like to make is, I</p> <p>20 believe this was fully disclosed.</p> <p>21 Q. And is it your testimony it was</p> <p>22 disclosed by your public filings?</p> <p>23 A. As well as the schedules themselves.</p> <p>24 Q. The schedules that you believe were</p> | <p style="text-align: right;">112</p> <p>1 in the full amount, without any reserve?</p> <p>2 A. I don't know it was any particular</p> <p>3 person's idea. I think it was an outgrowth of</p> <p>4 collectibility and attempt to collect the note in</p> <p>5 what would be the best way of doing this.</p> <p>6 In the process, we said the amounts were</p> <p>7 so large, let's get a promissory note. This is not</p> <p>8 a bounced hundred dollar check.</p> <p>9 Q. I understand.</p> <p>10 A. And the parties are willing to refinance</p> <p>11 their real estate. They're prepared to pay. And,</p> <p>12 hence, the process began.</p> <p>13 Q. Well, would you agree that this</p> <p>14 acceptance of the note, at least as far as the</p> <p>15 business of Chex Services, this acceptance of the</p> <p>16 note for these bad checks was a transaction outside</p> <p>17 of the ordinary course of Chex's business?</p> <p>18 MR. PORETTI: Objection. Calls for a</p> <p>19 legal conclusion.</p> <p>20 BY MR. TAYLOR:</p> <p>21 Q. You can answer it.</p> <p>22 A. No.</p> <p>23 Q. You believe that it was within the</p> <p>24 ordinary course of business to accept a</p> |
| <p style="text-align: right;">111</p> <p>1 given to Mr. Wolfington?</p> <p>2 A. Yes.</p> <p>3 Q. When were those schedules given to him,</p> <p>4 do you know? It was after the signing of the stock</p> <p>5 purchase agreement, correct?</p> <p>6 A. Yes.</p> <p>7 Q. Do you know why they weren't given to</p> <p>8 him before the stock purchase agreement was entered</p> <p>9 into?</p> <p>10 A. We were -- schedules are always the</p> <p>11 laborious part of a stock purchase agreement or</p> <p>12 acquisition. Schedules go on sometimes for months</p> <p>13 and months and months.</p> <p>14 The way, typically, a lot of these</p> <p>15 transactions are set up, you have a right to look</p> <p>16 at the schedules and reject them or accept them</p> <p>17 after a period of time.</p> <p>18 So, frequently, schedules take a long</p> <p>19 period of time to prepare. Some of them are</p> <p>20 onerous. Some of them are long and . . .</p> <p>21 Q. Whose idea, for lack of a better word,</p> <p>22 was it to have these customers, the Howards,</p> <p>23 execute a note for the amount due, which Chex then</p> <p>24 reflected on its balance sheet as a note receivable</p> | <p style="text-align: right;">113</p> <p>1 \$600,000-plus note for bad checks?</p> <p>2 A. Yes.</p> <p>3 Q. Had it ever been done before?</p> <p>4 A. No.</p> <p>5 Q. Anything even remotely close to that</p> <p>6 been done before?</p> <p>7 A. Not to my knowledge.</p> <p>8 Q. What was ordinary about it, in your</p> <p>9 mind?</p> <p>10 A. That it was a transaction in which</p> <p>11 customers cash checks. It was a transaction</p> <p>12 whereby checks were returned. And the dollar</p> <p>13 amount was typically larger than most.</p> <p>14 But the way it was handled in terms of a</p> <p>15 promissory note and ultimately a securitization of</p> <p>16 that note, in my view, did not make it an</p> <p>17 out-of-the-ordinary transaction.</p> <p>18 Q. Well, would you agree that the</p> <p>19 acceptance of this note constituted a loan to a</p> <p>20 person or an individual in excess of \$10,000?</p> <p>21 MR. PORETTI: Objection. Calls for a</p> <p>22 legal conclusion.</p> <p>23 A. I don't know the answer to that one.</p> <p>24 BY MR. TAYLOR:</p> |

| | |
|---|--|
| <p style="text-align: right;">122</p> <p>1 And they were -- they in for -- on a fee 2 basis. They had several transactions. They had 3 worked with Cash Systems. They had offered us the 4 opportunity to work on some of the agreements that 5 Cash Systems could reach agreement on. 6 And in the January meeting, we mentioned 7 to Mr. Wolfington that there's a group called 8 Maroon Bells that can bring us some of these more 9 traditional casino contracts. 10 Q. And what was Mr. Wolfington's reaction 11 to that? 12 A. That there was no reaction. There was 13 no comment, as I recall. 14 Q. Well, as it was structured, the Whitebox 15 deal, Maroon Bells has some oversight role in 16 connection with that transaction, correct? 17 A. I don't understand the question, sir. 18 Q. Well, you tell me in your own words, 19 what's Maroon Bells' role in connection with the 20 Whitebox financing? What was it? 21 A. No. 22 Q. You have since struck some sort of a 23 deal with Maroon Bells, correct? 24 A. Yes.</p> | <p style="text-align: right;">124</p> <p>1 MR. TAYLOR: Sure. 2 * * * 3 (Whereupon, a recess was taken from 4 2:50 p.m. to 3:02 p.m.) 5 * * * 6 MR. TAYLOR: Let's go back on the 7 record. 8 BY MR. TAYLOR: 9 Q. From your perspective, what were the 10 benefits of going forward with the stock purchase 11 agreement as opposed to pursuing the Cash Systems 12 deal? 13 A. Well, the Cash Systems deal had a lot of 14 issues that the iGames transaction didn't have. 15 I think primary in that, the iGames deal 16 had a floor price. There was some concern about 17 the volatile nature of iGames stock. We thought 18 that -- our opinion was that the \$63 million 19 obviated that. 20 Then in the Cash Systems deal, the 21 noteholders had signed a petition saying that if we 22 move forward with the Cash Systems deal, they would 23 be more inclined to call their notes. 24 Q. Who was the largest proponent of going</p> |
| <p style="text-align: right;">123</p> <p>1 Q. And what is that? 2 A. A merchant banking advisory agreement to 3 bring us business and acquisitions. 4 Q. Was that entered into after the closing 5 on the Whitebox financing or at the same time? 6 A. Somewhere around the time frame. It all 7 happened sometime in the -- probably subsequent. 8 Q. So backing up a little bit. When did 9 you first get involved with Maroon Bells? 10 A. We received some information and some -- 11 they had contacted us sometime around, I want to 12 say, January, February time frame regarding 13 potential contractual opportunities. 14 Q. '03? Sometime in 2003? 15 A. 2004, the early part of this year. 16 Q. Who introduced you to Maroon Bells? 17 A. There's a gentleman that was -- that did 18 a lot of work with Maroon Bells. And he was the 19 gentleman that did the reverse merger for Craig 20 Potts and Cash Systems. Mark Savage, Corporate 21 Capital Management. 22 Q. Let's look at some documents. 23 MR. PORETTI: Is this a good time for a 24 break?</p> | <p style="text-align: right;">125</p> <p>1 forward with the deal of iGames/Money Centers and 2 in lieu of the deal with Cash Systems, within your 3 organizations? 4 A. I believe collectively we all had -- had 5 great enthusiasm. 6 MR. TAYLOR: Let's mark this with the 7 next number. 8 * * * 9 (Whereupon, the court reporter marked 10 for identification iGames Exhibit Number 39.) 11 * * * 12 BY MR. TAYLOR: 13 Q. Sir, you have been handed iGames Number 14 39 with today's date. It's a spreadsheet, three 15 pages with columns. And the heading is, "iGames 16 Proposal, Management Perspective." 17 A. Uh-hum. 18 Q. I want to know, do you recognize this 19 document? 20 A. I recall seeing this. 21 Q. Did you have any part of preparing this? 22 A. No. 23 Q. Do you know who did? 24 A. It was prepared within Chex Services.</p> |